

1. 9:30 A.M. Commission Meeting 1-10-2023 Agenda & Docs

Documents:

[1-10-2023 CM.PDF](#)

[01-10-2023 AGENDA DOCS.PDF](#)



**CASCADE COUNTY COMMISSION MEETING**  
**325 2<sup>nd</sup> Avenue North, Great Falls, MT**  
**Commission Chambers, Room 105 or via Zoom Webinar**  
**January 10, 2023 - 9:30 a.m.**



The Board of Cascade County Commissioners will be broadcasting the Commission Meeting via Zoom.

Webinar participants must register in advance for the Commission Meeting:

<https://us02web.zoom.us/join/9Jm7QmPQA6d8AeTTlqTCA>

After registering, you will receive a confirmation email containing information about joining the webinar.

If you need dial in access: 888 788 0099 (Toll Free) or 877 853 5247 (Toll Free) Webinar ID: 827 2441 6514 Passcode: 319683

**Agenda Topics:**

**Call to Order:**

**Chairman Briggs**

**Pledge of Allegiance:**

*Please note the agenda order is tentative and subject to change by the Board without prior notice.*

*Therefore, members of the public are encouraged to be in attendance at the time the meeting is scheduled to begin.*

*Public comment during public participation is limited to a maximum seven minutes.*

**Motion: 2023 Presiding Officer - Chairman, Board of the County Commissioners, Cascade County, Montana**

**Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.**

**Report of Approved Treasurer's Monthly Report**

**Consent Agenda:** The Consent Agenda is made up of routine day-to-day items that require Commission action.

Any Commissioner may pull items from the Consent agenda for separate discussion/vote.

**(A) Approval of Minutes and Minute Entries: December 13, 2022 \* December 16, 2022 \* December 21, 2022**

**Consent Agenda**

**Resolution 23-01:** Establishing a Regular Cascade County Commission Meeting Schedule, Posting and Publications for Calendar Year 2023.

**Resolution 23-02:** Establishing the daily rate of credit for incarceration for calendar year 2023. Daily Per Diem Rate: \$115.00

**Contract 23-03:** A.T. Klemens bid proposal to remove and install a new metal roof, onto the Road & Bridge shop, located in Armington. Total Project Cost: \$24,500.00

**Contract 23-04:** Eighth Judicial District Youth Drug Court, Contract #23-098 with Cascade County Juvenile Detention Center to provide urinalysis testing services to youth participating in the Juvenile Drug Court program.

Effective: July 1, 2022- June 30, 2023. Total Payment may not exceed: \$9300.00

**Contract 23-05:** MT DPHHS Amendment #0002 for Paralegal Services #20213PARA0001 for paralegal work on Youth In Need of Care (YINC) cased prosecuted in Cascade County. Effective through June 30, 2024.

(Ref: Contract 21-97, R041661 & Contract 20-106, R0396520)

1.	<b><u>Motion to Approve or Disapprove</u></b> <b><u>Contract 23-01:</u></b> Bison Ford of Great Falls, MT bid proposal for a variety of thirteen (13) 2023 vehicles. Total Bid Award: \$585,905.00	<b>Les Payne Public Works Director</b>
2.	<b><u>Motion to Approve or Disapprove</u></b> <b><u>Contract 23-02:</u></b> Brennan Heating & Cooling bid proposal for the replacement of two (2) new make-up, rooftop air units, located on the North end of the Pacific Steel & Recycling Arena roof, of the MT. ExpoPark. Total Cost: \$69,590.00	<b>Les Payne Public Works Director</b>
3.	<b><u>Motion to Approve or Disapprove</u></b> <b><u>Resolution 23-03:</u></b> A resolution separating Accounting Operations and Accounting Staff from Management by the Office of the Clerk and Recorder/Auditor	<b>Commissioner Briggs</b>
4.	Presentation: MDT Stockett Road Reconstruction Project	<b>Rosemary Squillace DOWL</b>
5.	<b>Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)</b>	
6.	<b>Adjournment.</b>	

**CASCADE COUNTY COMMISSION MEETING**  
**December 13, 2022**  
**Via Zoom and Conference room attendees**  
**9:30 A.M.**

**Commission**  
**Journal #62**

**Notice:** Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at [cascadecountymt.gov](http://cascadecountymt.gov) and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on December 27, 2022.

**Commission:** Chairman Joe Briggs, and Commissioners Jim Larson and Don Ryan.

**Staff:** Phoebe Marcinek- County Attorney, Abigail Hill-CCHD, Rhonda Knudsen-CCHD, Bonnie Fogerty, and Marie Johnson.

**Attendees Via Zoom:** Teri Nelson, Les Payne and Jenn Rowell.

**Public:** Shannon Wilson, Steven Vinnedge, and Mike Scheer.

**Call to Order:** Commissioner Briggs called the meeting to order. 00:01

**Reading of the Commissioners' calendar:** Bonnie Fogerty read the calendar. 00:14

**Approval of Purchase Orders and Accounts Payable Warrants.** Commissioner Larson made a **MOTION** to approve purchase orders and accounts payable warrants.

**Motion carries 3-0 03:14**

**Consent agenda:** Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

**Approval of the Minutes and Consent Agenda Items:** Commissioner Ryan made a **MOTION** to (A) Approve minutes from the November 11<sup>th</sup>, 18<sup>th</sup>, 22<sup>nd</sup>, 28<sup>th</sup>, 30<sup>th</sup>, and December 5, 2022. 03:37

**Contract 22-186:** Agreement between Ronald D. Marko and Alice M. Marko and Cascade County allowing the County an easement for erecting and storing the County's 963 radio repeater. Geocode 02-2451-18-1-01-01-0000. Effective: February 1, 2022 - January 31, 2042. County Cost: \$250/annual. 04:11

**Contract 22-187:** Agreement between Ronald D. Marko and Alice M. Marko and Cascade County allowing the County an easement for ingress and egress across their property on the Upper Milligan Road to access the new 963 radio repeater site. Geocode 02-2451-07-3-02-01-0000. Effective: February 1, 2022 - January 31, 2042. County Cost: \$150/annual. 08:02

**Contract 22-188:** CenturyLink Loyal Advantage Agreement Amendment – Intrastate Update. Service Definition Language Update. No Cost to the County. 05:05

**Contract 22-189:** Lumen Distributed Denial of Service Mitigation. Enhanced Security Services for Cascade County Internet. County Cost: \$10,200/annual. 05:20

**Contract 22-190:** Lumen Dedicated Internet Access, Internet Services provided to Cascade County. County Cost: \$9,600/annual. 05:51

**Contract 22-192:** MT DPHHS Amendment #1 County & Tribal Matching Grant Contract #22-101-74104-0. Effective Date Extended: July 1, 2021 - December 31, 2022.



Total Grant Amount: \$712,012.55 (Ref: Contract 21-145 #22-331-74101-0, R0417797)  
**06:04**

**Contract 22-193:** MT DPHHS Contract #23-102-74012 HEART Detention Center Grant. This grant covers behavioral health services at the Adult Detention Center. Effective: July 1, 2022 - June 30, 2024. Total Funding: \$262,468.79 **06:28**

**Contract 22-194:** Contract #MT-BSTF-1-23-01 Montana Department of Commerce Big Sky Economic Development Trust Fund Program for Touro University Montana LLC (Reference: Resolution 22-18, R0426705). **06:59**

#### **City/County Health Department**

**Contract 22-186:** Agreement between Ronald D. Marko and Alice M. Marko and Cascade County allowing the County an easement for erecting and storing the County's 963 radio repeater. Geocode 02-2451-18-1-01-01-0000. Effective: February 1, 2022 - January 31, 2042. County Cost: \$250/annual. **08:00**

**Contract 22-187:** Agreement between Ronald D. Marko and Alice M. Marko and Cascade County allowing the County an easement for ingress and egress across their property on the Upper Milligan Road to access the new 963 radio repeater site. Geocode 02-2451-07-3-02-01-0000. Effective: February 1, 2022 - January 31, 2042. County Cost: \$150/annual. **08:38**

**Motion carries 3-0 to approve items on the consent agenda 10:41**

#### **Agenda Item #1**

Motion to Approve or Disapprove:

Resolution 22-78 to change the City-County Health Department Environmental Health Fee Schedule finding the fees to be unreasonable and/or not related to the cost of providing licensing, permitting, or inspection services. **16:27**

Abigail Hill read the action agenda report on this Resolution. **17:37**

Commissioner Larson made a **MOTION** to approve Contract 22-132,  
**Motion carries 2-0 14:13**

**Public Comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)**

Steven Vinnedge spoke. **23:09**

Chairman Briggs adjourned this Commission Meeting at 10:02 a.m.



**CASCADE COUNTY SPECIAL COMMISSION MEETING**  
**December 16, 2022**  
**CHAMBERS MEETING AND VIA ZOOM**  
**9:30 AM**

**Commission**  
**Journal #62**

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at [cascadecountymt.gov](http://cascadecountymt.gov) and the Clerk and Records Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record was officially approved on January 10, 2023.

**Cascade County Commission:** Chairman Joe Briggs, Commissioner Jim Larson, Commissioner Don Ryan

**Present:** Undersheriff Van Dyken, Capt. William Darby, Phoebe Marcinek, Bonnie Fogerty, and Marie Johnson.

**Public Attendance:** Rae Grulkowski.

**Zoom Attendees:** None

**Call to Order:** Chairman Briggs called the special meeting to order. **00:01**

**Staff Report:**

Scott Van Dyken read the background for this bid approval for inmate food services for the Cascade County Sheriff's Office. **01:03 – 21:53**

Commissioner Larson made a **MOTION** to approve Contract 22-195 accepting the bid submitted by Summit Food Service LLC and authorize staff to prepare and finalize a contract. **24:02**

Commissioner Ryan **AMENDED THE MOTION** to approve the bid related to Contract 22-195 for Summit Food Services LLC allowing them to begin operations on December 19, 2022, and have staff prepare and finalize the contract for the Adult Detention Center.

**Motion carries 3-0 33:38**

**Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103):** **None**

**Adjournment:** Commissioner Larson adjourned the special meeting at 10:04 a.m.

# CASCADE COUNTY WORK SESSION MINUTES

## VIA ZOOM ONLINE MEETING

December 21, 2022 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). <b>Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.</b> This written record is in draft form until officially approved on January 10, 2023.		COMMISSION MINUTES JOURNAL # 62
<b>Board of Cascade County Commissioners:</b> Chairman Briggs, Commissioner Jim Larson, and Commissioner Don Ryan.		
<b>Staff Present:</b> Carey Ann Haight, Phoebe Marcinek, Kevin Angland, Raina Leavens, and Marie Johnson.		
<b>Public Members Present:</b> none		
<b>Zoom Attendees:</b> Abigail Hill, and Kim Theil Schaaf.		
<b>Chairman Briggs opened the work session meeting at 2:00 pm</b>		
<b>Consent Agenda Items:</b>	<b>Department:</b>	
<b>Board Appointment</b> to the DUI Task Force for Ron Dodd for 1 (one) vacancy With a term expiration of June 30, 2025	Commissioners <b>00:54</b>	
<b>Resolution 22-81:</b> Prosecutorial Assistance in the case of State v. Damon Johnson-Payne.	Attorneys <b>01:00</b>	
<b>Contract 22-196:</b> Transportation Services Contract #PIF-21-24 between the State of Montana 8th Judicial Youth Court	Youth Services <b>01:32</b>	
<b>Contract 22-198:</b> The Hampton-Collins Memorial Foundation has given a grant donation to Cascade County Aging Services to be divided between Meals on Wheels and the Home Attendant Program. Total Grant Amount: \$20,000.	Aging Services <b>01:55</b>	
<b>Contract 22-199:</b> Continuity of Operations Plan (COOP)/Continuity of Government (COG) Revised: December 2022.	Aging Services <b>03:45</b>	
<b>CITY/COUNTY HEALTH DEPARTMENT</b>	CCHD	
<b>Contract 22-201:</b> MT DPHHS Task Order 23-07-7-11-109-0 Disease Intervention Specialists and Congregate Living Coordinators, Amendment One. Extend Effective Date: July 1, 2022 - June 30, 2023.	<b>06:32</b>	

### AGENDA –

**Resolution 22-79:** Final Resolution to Amend County District Map to rezone proposed Lots 1 and 2 of Maeder Addition Minor Subdivision from the Suburban Residential 2 (SR-2) District to the Light Industrial (I-1) District, Located in the NE ¼ of Section 5, Township 20 North, Range 03 East, P.M.M., Cascade County, Montana. Initiated by: Michael Maeder (Ref: Resolution 22-72, R0437806) **11:45**

**Contract 22-197:** Professional Services Agreement with Big Sky Civil & Environmental, Inc. for the Lower River Road - Slide Area Topographic & Bathymetric Survey Total Cost: \$5,460. **11:53**



# CASCADE COUNTY WORK SESSION MINUTES

## VIA ZOOM ONLINE MEETING

**December 21, 2022 – 2:00 P.M.**

**Resolution 22-80:** Final Resolution for a zoning map amendment Lots 10, 11, 15, 16 & 17 of COS 14 located in Section 29, Township 20 North, Range 03 East, P.M.M., Cascade County, Montana, from the Light Industrial District to the Suburban Residential 1 District. Initiated by: Levi and Panther Lee. (Ref: Resolution 22-71, R0437805) **15:53**

### **Public Hearing.**

**Contract 22-200:** Approval of Preliminary Subdivision Plat Application for River Bend Estates Subdivision No. 4. Located in the E ½ of the SW ¼ of the SW ¼ of Section 34, Township 20 North, Range 3 East, P.M.M. Cascade County, Montana. Initiated by Higgins Enterprises LTD. **17:12**

**Planning Board Appointments** three (3) vacancies and a term expiration of 12/31/2024 **24:28**  
Makenzie Rummel (New Applicant)  
Richard Liebert (Requesting Re-Appointment)  
Rob Skawinski (Requesting Re-Appointment)

**Zoning Board of Adjustment** Appointments three (3) vacancies and a term expiration of 12/31/2024 **24:52**  
Richard Liebert (New Applicant)  
Makenzie Rummel (New Applicant)  
Kathryn Hanning (Requesting Re-Appointment)  
John Harding (Requesting Re-Appointment)  
Ken Thornton (Requesting Re-Appointment)

**Adjournment:** Chairman Briggs closed the work session meeting at 2:33 p.m.



January 10, 2023

Resolution 23-01

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:** Establish a Regular Cascade County Commission Meeting Schedule, Posting and Publications for Calendar Year 2023

**INITIATED & PRESENTED BY:** Carey Ann Haight, Deputy County Attorney

**ACTION REQUESTED:** Approval of Resolution 23-01

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**BACKGROUND:**

MCA § 7-5-2122(1) requires the board of county commissioners to establish by resolution a regular meeting date and notify the public of that date. MCA § 7-1-2123 requires the board of county commissioners identify where the board will regularly post notice of its meetings and agendas.

This Resolution establishes a regular 2023 meeting schedule for the Cascade County Commission. Effective: January 1, 2023 - December 31, 2023. This Resolution establishes that public notice of its meetings and agendas will be posted on its on-line Webpage, on the bulletin board which is erected outside the chambers of the Board of Cascade County Commissioners at the Cascade County Courthouse Annex, located at 325 2<sup>nd</sup> Avenue North, Great Falls, Cascade County, Montana and is also available at the office of the county clerk and recorder and that when notice by publication is required that such publication will be in the *Great Falls Tribune*.

**RECOMMENDATION:** Approval of Resolution 23-01.

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Resolution 23-01, establishing a regular Cascade County Commission Meeting Schedule, Posting and Publications for calendar year 2023.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Resolution 23-01, establishing a regular Cascade County Commission Meeting Schedule, Posting and Publications for calendar year 2023.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**RE: ESTABLISHMENT OF A  
REGULAR CASCADE COUNTY  
COMMISSION MEETING SCHEDULE,  
POSTINGS AND PUBLICATIONS FOR 2023**

**RESOLUTION 23-01**

WHEREAS, MCA § 7-5-2122(1) requires the board of county commissioners to establish by resolution a regular meeting date and notify the public of that date; and

WHEREAS, MCA § 7-5-2122(2) provides that except as provided in subsection (3) or in the event of an emergency situation under MCA § 2-3-112 affecting the public health, welfare, or safety, all meetings must be held on the date designated in subsection (1) and at the county seat of the board's county.

WHEREAS, MCA § 7-5-2122(3) provides that the board may, by resolution and having provided at least 2 days' posted public notice in accordance with MCA § 7-1-2123, designate another meeting time or place.

WHEREAS, MCA § 7-5-2122(2) authorizes the board of county commissioners to meet at the county seat at any time for the purpose of attending to county business and by resolution and prior 2 days' posted public notice, designate another meeting time and place; and

WHEREAS, pursuant to MCA § 7-1-2123, the Board of Cascade County Commissioners also regularly posts due and sufficient public notice of its meetings on its on-line Webpage at <https://www.cascadecountymt.gov/Calendar.aspx?EID=281>; and

WHEREAS, pursuant to MCA § 7-1-2123, the Board of Cascade County Commissioners also regularly posts due and sufficient public notice of its meetings on the bulletin board which is erected outside the chambers of the Board of Cascade County Commissioners at the Cascade County Courthouse Annex, located at 325 2nd Avenue North, Great Falls, Cascade County, Montana and is also available at the office of the county clerk and recorder; and

WHEREAS, pursuant to MCA § 7-1-2121, the Board of Cascade County Commissioners is required to give public notice of its meetings by publication such notice is published in that certain publication known as the Great Falls Tribune, which is a daily general circulation newspaper; and

WHEREAS the Board of Cascade County Commissioners is aware of certain scheduling conflicts in 2023 which will require exceptions to the regular meeting dates and work sessions,



NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA, THAT:

1. Except as set forth below, the regular meeting of the Board of Cascade County Commissioners shall henceforth be held bi-monthly on the second (2nd) and fourth (4th) Tuesday of each month at 9:30 a.m.,
2. Except as set forth below, the Board of Cascade County Commissioners shall conduct a regular public work session meeting on each Wednesday preceding the ensuing week's regular Tuesday morning meeting at 2:00 p.m.,
3. Except in the case of an emergency affecting public health, welfare and safety which has been recognized and/or declared by the Board of Cascade County Commissioners, all regular and special meetings of the Board of Cascade County Commissioners shall take place at and in Cascade County Courthouse Annex, located at 325 2nd Avenue North, Great Falls, Cascade County, Montana.
4. In the event of an emergency affecting public health, welfare and safety, which has been recognized and/or declared by the Board of Cascade County Commissioners, all affected regular and special meetings such meetings shall be conducted via a virtual participation platform with public notices specifying the public participation details.
5. Because of the above meeting changes, the Board herein changes the normally scheduled work sessions as follows:

Regularly Scheduled Date	New Date
February 15, 2023	February 17, 2023

6. Because of the above meeting changes, the Board herein changes the normally scheduled commission meeting as follows:

Regularly Scheduled Date	New Date
February 21, 2023	February 28, 2023
September 26, 2023	October 3, 2023

All special meetings of the Board of Cascade County Commissioners which may be required shall be scheduled with no less than 2 days' public notice.

7. The establishment of this meeting schedule shall not prohibit the Board of County Commissioners from exercising its authority and discretion to postpone, cancel or re-schedule meetings as the Board may deem necessary in the public interest pursuant to MCA § 7-5-2122(2).
8. During the agenda item of public comment on any public matter that is not on the meeting agenda and that is within the Commissioners' jurisdiction. (MCA 2-3-103) each member of the public has a maximum of seven minutes to comment.



9. The Board of Cascade County Commissioners shall regularly post due and sufficient public notice of its meetings on its on-line Webpage at <https://www.cascadecountymt.gov/Calendar.aspx?EID=281> .
10. The Board of Cascade County Commissioners shall also regularly post due and sufficient public notice of its meetings on the bulletin board which is erected outside the chambers of the Board of Cascade County Commissioners at the Cascade County Courthouse Annex, located at 325 2nd Avenue North, Great Falls, Cascade County, Montana and have available at the office of the county clerk and recorder; and
11. When public notice of its meetings is required by publication, such notice shall be published in that certain publication known as the Great Falls Tribune, which is a daily general circulation newspaper.

Passed and adopted this 10th day of January, 2023.

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

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Joe Briggs, Chairman

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James L. Larson, Commissioner

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Rae Grulkowski, Commissioner

**Attest**

On this 10th day of January 2023, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

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Sandra Merchant  
Cascade County Clerk and Recorder

\* APPROVED AS TO FORM:

Josh Racki, County Attorney

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DEPUTY COUNTY ATTORNEY

\* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

**BOARD OF  
CASCADE COUNTY COMMISSIONERS  
2023 MEETING SCHEDULE**

<u>Work Session</u> <u>Wednesday @ 2:00 p.m.</u>	<u>Commission Meeting</u> <u>Tuesday @ 9:30 a.m.</u>
January 4, 2023	January 10, 2023
January 18, 2023	January 24, 2023
February 8, 2023	February 14, 2023
February 17, 2023	February 28, 2023
March 8, 2023	March 14, 2023
March 22, 2023	March 28, 2023
April 5, 2023	April 11, 2023
April 19, 2023	April 25, 2023
May 3, 2023	May 9, 2023
May 17, 2023	May 23, 2023
June 7, 2023	June 13, 2023
June 21, 2023	June 27, 2023
July 5, 2023	July 11, 2023
July 19, 2023	July 25, 2023
August 2, 2023	August 8, 2023
August 16, 2023	August 22, 2023
September 6, 2023	September 12, 2023
September 20, 2023	October 3, 2023
October 4, 2023	October 10, 2023
October 18, 2023	October 24, 2023
November 8, 2023	November 14, 2023
November 22, 2023	November 28, 2023
December 6, 2023	December 12, 2023
December 20, 2023	December 26, 2023



January 10, 2023

Resolution 23-02

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:** Establish the Daily Rate of Incarceration  
for Calendar Year 2023

**INITIATED &  
PRESENTED BY:** Carey Ann Haight, Deputy County Attorney

**ACTION REQUESTED:** Approval of Resolution 23-02

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**BACKGROUND:**

MCA § 46-18-403, states that “the daily rate for incarceration must be established annually by the board of county commissioners by resolution.

This Resolution establishes the daily rate of incarceration for calendar year 2023 at \$115.00 per day. Effective: January 1, 2023 - December 31, 2023. The last increase was in calendar year 2021 which was \$95 per day.

**RECOMMENDATION:** Approval of Resolution 23-02.

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Resolution 23-02, establishing the daily rate of incarceration for calendar year 2023 at \$115.00 per day.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Resolution 23-02, establishing the daily rate of incarceration for calendar year 2023 at \$115.00 per day.



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF  
DAILY RATE FOR INCARCERATION  
CALENDAR YEAR 2023**

**RESOLUTION 23-02**

**WHEREAS, MCA 46-18-403**, states that "the daily rate for incarceration must be established annually by the board of county commissioners by resolution"; and

**WHEREAS**, the daily rate must be equal to the actual cost incurred by the detention facility; and

**WHEREAS**, it has been determined that the actual costs incurred by the detention facility on an average daily basis are **\$115.00 per inmate** for each day incarcerated,

**NOW THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Cascade County that the daily rate for confinement costs, other than for actual medial costs, as ordered by the court are paid in advance of confinement and prior to the payment of any fine, is hereby established at **\$115.00** per day; and,

**BE IT FURTHER RESOLVED**, if a judgement is for a fine and imprisonment until the fine is paid, the detainee shall be allowed a credit of **\$115.00** for each day of incarceration; and,

**BE IT FURTHER RESOLVED**, an inmate is responsible for actual costs of medication, medial services, or hospitalization while detained in a detention center, based upon the individual's ability to pay and/or private provider health care coverage, or a bonafide and responsible third-party payer; and,

**BE IT FURTHER RESOLVED**, that the County Attorney shall initiate proceedings to collect from the inmate any charges arising from the medial services or hospitalization in accordance with **MCA 7-32-2245**.

Passed and adopted this 10th day of January, 2023.

**BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
James L. Larson, Commissioner

\_\_\_\_\_  
Rae Grulkowski, Commissioner

**Attest**

On this 10<sup>th</sup> day of January, 2023, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

\_\_\_\_\_  
Sandra Merchant, Cascade County Clerk and Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

January 10, 2023

Contract 23-03

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:** New Roof, Armington Shop

**INITIATED BY:** Cascade County Public Works Department

**ACTION REQUESTED:** Approval of Contract 23-03

**PRESENTED BY:** Les Payne, Public Works Director

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**BACKGROUND:**

Cascade County is in need of replacing the old asphalt roof, that is located on the Armington, Road & Bridge shop. Quotes were received from At-Klemens, of Great Falls, MT, to remove the old asphalt shingles, and install a new 26GA metal roof, for a total cost to the county, of \$24,500.00. The amount of the contract did not require public sealed bids per Montana Codes Annotated.

**RECOMMENDATION:**

Cascade County Staff, recommends the commission approve the contract for A.T. Klemens to remove and install a new metal roof onto the Road & Bridge shop, located in Armington.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

"I move the Cascade County Commission **APPROVE** Contract 23-03 bid proposal for A.T. Klemens to remove and install a new metal roof, onto the Road & Bridge shop, located in Armington, for a total project cost of \$24,500.00."

**MOTION TO DISAPPROVE:**

"I move the Cascade County Commission **DISAPPROVE** Contract 23-03 bid proposal for A.T. Klemens."



## CONTRACT

In consideration of the mutual promises and consideration set forth herein between A.T. Klemens, 814 12<sup>th</sup> St N, Great Falls, MT 59401 (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

**1. Contract Purpose And Scope Of Contract Work:** The purpose of this Contract is for the Contractor to remove the existing asphalt shingles, and install new 26Ga metal roofing, as set forth in the Contractor's bid/quote dated December 7, 2022, which is attached hereto and incorporated herein by reference. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling. The Contract Work shall be performed at the Armington, Road & Bridge shop, located, at 262 Main Street, Armington, in Cascade County.

**2. Performance Standards:** Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional, and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

**3. Contract Time:** Contractor shall fully complete the Contract Work no later than one hundred twenty (120) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

**4. Contract Sum:** Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

**5. Contract Payment:** As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with Cascade County's Public Works Director or his designee. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment



under this section, the County shall notify the Contractor of the withholding and the reason therefor no later than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

**6. Force Majeure:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

**7. Insurance:** Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

**8. Contractor Registration:** Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate shall be provided to County upon request. Contractor's registration number is #1891 and expires on the 16th day of November 2023.

**9. Indemnification:** Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

**10. Montana Prevailing Wage Rate and Gross Receipts Tax:** Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages if the Contract Work qualifies as a public works contract under Montana law.

**11. General Warranty:** The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from

defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

**12. Choice of Law and Venue:** This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

**13. Entire Agreement and Modification:** This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

**14. Severability:** If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

**15. Mutual Assent and Authority:** The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 2023

**Contractor:**

\_\_\_\_\_

STATE OF MONTANA     )  
                                      :SS  
County of Cascade     )

This instrument was signed or acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_

My Commission expires: \_\_\_\_\_



**County:**

BOARD OF COUNTY COMMISSIONERS,  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
Jim Larson, Commissioner

\_\_\_\_\_  
Rae Grulkowski, Commissioner

**Attest**

On this \_\_\_\_ day of \_\_\_\_\_, 2023, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

\_\_\_\_\_  
Sandra Merchant,  
Cascade County Clerk and Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

# A•T•KLEMENS

PLUMBING, HEATING, AIR CONDITIONING, REFRIGERATION, ROOFING, SHEET METAL AND ELECTRICAL CONTRACTORS

814 - 12th Street North, Great Falls, MT 59401 • (406) 452-9541 • FAX (406) 761-0935  
Wednesday, December 07, 2022

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

Armington Junction Shop

FOR: \_\_\_\_\_

Remove Existing Shingles

Replace with 26ga. Metal Roof

We propose to furnish to the above referred Buyer the following:

Furnish all labor and materials to remove the existing asphalt shingle system and underlayment down to the wood roof decking and replace with a exposed fastener lap metal system with an ice and water shield underlayment along the eaves and rakes and synthetic felt in the field of the roof.

- Remove and dispose of the existing asphalt shingle system and underlayment.

(Note: if ice and water shield is already existing a the eaves/ridge/rake locations and cannot be removed form the wood roof decking, it will have to remain as is, or the plywood/roof decking will have to be removed and replaced to provide a smooth wood surface)

- Carefully inspect wood roof decking for water damage or structural integrity and replace for \$4.00 dollars per square foot if needed.

- Install per manufactures recommendations an ice and water shield underlayment along the eaves and rakes and a synthetic felt paper over the entire wood roof deck in the field.

- Install a 26 gauge exposed fastener metal lap style metal roof system per manufactures recommendations. (ProTech Steel's Tuff Rib Panel) (color in Galvalume)

- All flashing and detail work will be done to manufactures recommendations to complete the roof-project.

- Price includes an A.T. Klemens, Inc 5 year Installation Warranty.

\*\*\* For the above we quote the sum of \$24,500.00 dollars \*\*\*

Price above excludes any roof decking replacement or structural modifications unless noted above.

Price excludes any soffit, fascia, gutter and downspouts removal/replacement.

Note: asphalt shingle and asphalt underlayment felt will need to be tested for asbestos containing materials, if ACM is found pricing will have to be adjusted for proper disposal and removal.

For the above we quote the sum of: (\$ \_\_\_\_\_ )

DOLLARS

Payment to be made in full as follows: \_\_\_\_\_ Per Progress Billing

and further subject to the terms and conditions contained on the reverse side hereof.

BUYER:

A.T. KLEMENS:

ACCEPTED: ,

By: Josh Redd - Roofing Department

Date \_\_\_\_\_

This Quotation is Void if Not Accepted in 30 Days.  
All Credit Card Transactions are Subject to 3% Convenience Fee





Montana Department of  
**LABOR & INDUSTRY**

## CERTIFICATE OF CONTRACTOR REGISTRATION

A T KLEMENS AND SON  
814 12TH ST N  
GREAT FALLS, MT 59401

**STATUS**  
Employer

**REGISTRATION NO.**  
1891

**EFFECTIVE DATE**  
11/17/2021

**EXPIRATION DATE**  
11/16/2023

Visit our website at [mtcontractor.mt.gov](http://mtcontractor.mt.gov) or call the  
Registration Section at 406-444-7734 for more information  
or to verify the validity of this certificate.

INSTRUCTIONS: Fold at perforations then tear card out. Fold card in half at score.



406-444-7734  
[mtcontractor.mt.gov](http://mtcontractor.mt.gov)

A T KLEMENS AND SON  
814 12TH ST N  
GREAT FALLS, MT 59401

**REGISTRATION NO.** 1891  
**EXPIRATION DATE** 11/16/2023  
Employer



MONTCON-09

JMC MILLAN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Billings Office PayneWest Insurance, a Marsh McLennan Agency LLC Company P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME: Jana McMillan	
	PHONE (A/C, No, Ext): (406) 869-4427	FAX (A/C, No):
	E-MAIL ADDRESS: jmcmlan@paynewest.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Safety National Casualty Corporation	15105
INSURED  A.T. Klemens & Son A Member of the MCCC 814 12th St N Great Falls, MT 59401	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Workers Compensation			SP4066049	1/1/2022	1/1/2023	Coverage A Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Subject to the terms and conditions of the policy as issued by the Insurance Company. SIR for Work Comp \$1,250,000 per occurrence. Covers Montana State Resident Employees. All claims are administered by the Montana Contractor Compensation Fund (MCCF).

Cascade County Courthouse Annex Hydronic Cabinet Heaters

## CERTIFICATE HOLDER

## CANCELLATION

Cascade County Public Works  
279 Vaughn S Frontage Rd  
Great Falls, MT 59404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



January 10, 2023

Contract #23-04

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:** Eighth Judicial District Youth Drug Court  
Contract #23-098 for Urinalysis (UA)

**INITIATED AND PRESENTED BY:** Shanna Bulik-Chism – Administrator  
Cascade County Juvenile Detention Center

**ACTION REQUESTED:** Approval of Contract #23-04

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**BACKGROUND:**

The purpose of this agreement is for the Cascade County Juvenile Detention Center to contract with the Eighth Judicial District Youth Drug Court to provide Urinalysis (UA) Testing Services to youth participating in the Juvenile Drug Court program. The Eighth Judicial District Court will reimburse the Juvenile Detention Center for UA services in the amount of \$775 per month. The payments under this contract may not exceed \$9,300 (\$775 x 12 months) for the contract period.

**RECOMMENDATION:** Approval of Contract #23-04.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:** Disapproval of Contract #23-04.

**MOTION TO APPROVE:**

Mr. Chairman, I move that the Commission approve Contract #23-04 between the Cascade County Juvenile Detention Center and the Eighth Judicial District Youth Drug Court to provide Urinalysis testing services to youth participating in the Juvenile Drug Court program.

**MOTION TO DISAPPROVE:**

Mr. Chairman, I move that the Commission disapprove Contract #23-04 between the Cascade County Juvenile Detention Center and the Eighth Judicial District Youth Drug Court to provide Urinalysis testing services to youth participating in the Juvenile Drug Court program.

**Cascade County Juvenile Detention Center  
In the 8<sup>th</sup> Judicial District Court  
Contract #23-098**

**THIS CONTRACT** is entered into by and between the State of Montana, **Eighth Judicial District Youth Drug Court** whose address and phone number are 415 Second Avenue North, Great Falls, MT 59401 and (406) 454-6705 and Office of Court Administrator whose mailing address and phone number are PO Box 203002, Helena, MT 59620-3002 and (406) 444-1403 (collectively referred to as "State") and **Cascade County Juvenile Detention Center** whose mailing address and phone number are 1600 26<sup>th</sup> St South, Great Falls, MT 59405 and (406) 454-6930 (referred to as "Contractor").

**1. EFFECTIVE DATE, DURATION, AND RENEWAL**

The Contract's term is **July 1, 2022, through June 30, 2023**, unless terminated earlier as provided in this Contract. In no event is this Contract binding on State unless State's authorized representative has signed it.

**2. SERVICES AND/OR SUPPLIES**

Contractor agrees to provide the State with the following services:

- (a) Enter daily testing information into juvenile drug treatment court database prior to 10:30 a.m. each Monday for inclusion in the weekly staffing report;
- (b) Collect directly observed urine samples according to schedule provided and maintain chain of custody documents. Chain of custody documents must be made available upon request.
- (c) Complete all-inclusive On-Site iCup Drug Screening of collected urine samples (iCup tests will screen for alcohol use via inclusive ETG). The preferred testing frequency is twice weekly, unless otherwise sanctioned by the judge. The minimum testing frequency acceptable is weekly. The iCup testing will include the adulteration strip provided with the test kits. Youth Court will ensure that the Contractor has adequate inventory of test kits.
- (d) All participants will sign an Admit/Deny Form prior to testing
- (e) If a participant admits to a positive use, they will list each drug they admit to using on the Admit/Deny form. After signed admission by the participant, and the witness signature by the Contract staff member collecting the sample, the UA will be destroyed and the Admit/Deny Form will be faxed immediately to the Youth Court.
- (f) If the participant provides a positive UA, but denies illicit drug use, the Contractor will prepare and package the sample(s) for overnight shipping to Redwood Toxicology Laboratory. Leak proof packaging will be provided by FedEx Express.
- (g) Contractor will obtain shipping labels and envelopes from FedEx Express as necessary.
- (h) Check the Redwood Toxicology Laboratory website daily for confirmation results and notify juvenile drug treatment court team before 5 p.m. on the day that positive results were identified (except for weekends);
- (i) Participate in weekly Youth Court staffing meeting to facilitate information sharing and participant accountability.

**3. WARRANTIES**

**3.1 Warranty of Services.** Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, State may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.



**3.2 Warranties Regarding Organization, Authority, No Conflict, and Enforceability.** Contractor is a business entity duly organized, validly existing and in good standing under the laws of the State of Montana and has the power and authority to enter into the Contract and the transactions contemplated therein. The consummation of the transactions contemplated in the Contract shall not conflict with or result in a breach of any of the terms, provisions or conditions of Contractor's charter documents, any applicable laws or any order, writ, injunction, judgment, or decree of any court, regulatory or governmental authority or any agreement or instrument to which Contractor is a party or by which Contractor is bound. The Contract has been duly authorized, executed and delivered by Contractor and is valid, enforceable, and binding upon Contractor in accordance with its terms. Contractor is not subject to any pending or threatened litigation or governmental action that could interfere with performance of its obligations hereunder.

**4. CONSIDERATION/PAYMENT**

**4.1 Payment Schedule.** In consideration of the services to be provided, the State shall pay Contractor \$775.00 per month.

Contractor shall submit a monthly invoice to the Eighth Judicial District Juvenile Drug Treatment Court for approval indicating name of each youth served, type of service provided, cost per service, and total cost. Invoices must be approved by the District Court Judge before submittal to the Office of Court Administrator for payment.

Total payments under this contract may not exceed \$9,300 (\$775 x 12 months) for the contract period.

**4.2 Withholding of Payment.** In addition to its other remedies under this Contract, at law, or in equity, State may withhold payments to Contractor if Contractor has breached this Contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable Contract.

**4.3 Payment Terms.** Unless otherwise noted in the solicitation document, State has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of Contract execution in order to facilitate State's electronic funds transfer payments.

**4.4 Reference to Contract.** The Contract number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the Contract. If the number is not provided, State is not obligated to pay the invoice.

**5. ACCESS AND RETENTION OF RECORDS**

**5.1 Access to Records.** Contractor shall provide State, Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. State may terminate this Contract under section 13, Contract Termination, without incurring liability, for Contractor's refusal to allow access as required by this section. (18-1-118, MCA.)

**5.2 Retention Period.** Contractor shall create and retain all records supporting the services rendered for a period of eight years after either the completion date of this Contract, termination of the Contract, or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.

**5.3 Confidentiality.** Contractor agrees that all information received and developed regarding Court participants is confidential in nature. Contractor is authorized to input data from the services provided within this Contract into the Drug Court Information Management software as applicable. Contractor is authorized to release information regarding participants to the State. Aside from the release of information specifically



authorized by this Section, the information gained by the Contractor regarding participants is confidential in nature and not subject to release.

**6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

Contractor may not assign, transfer, or subcontract any portion of this Contract without State's prior written consent, (18-4-141, MCA). Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No Contractual relationships exist between any subcontractor and State under this Contract.

**7. DEFENSE, INDEMNIFICATION / HOLD HARMLESS**

Contractor shall defend, indemnify and hold harmless the State of Montana and the Contracting agency hereunder and their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses or fees, including the reasonable cost of defense thereof and attorney fees, arising or awarded in favor of Contractor's or its subcontractor's employees or agents or third parties for bodily or personal injuries, death, damage to property, or financial or other loss resulting or allegedly resulting in whole or part from (i) the services performed or products provided or (ii) other acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of State.

**8. REQUIRED INSURANCE**

**8.1 General Requirements.** Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including Contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**8.2 Primary Insurance.** Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**8.3 Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

**8.4 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.



**8.5 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by The State. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

**9. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent Contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to the State.

**10. COMPLIANCE WITH LAWS**

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects' subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**11. DISABILITY ACCOMMODATIONS**

State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**12. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-14-1505, 35-8-1001, and 35-12-1309 MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. §§ 35-8-



1001, 35-12-1302, and 35-14-1502, MCA. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sosmt.gov>.

### **13. CONTRACT TERMINATION**

**13.1 Termination for Convenience.** State may, by written notice to Contractor, terminate this Contract without cause and without incurring liability to Contractor. State shall give notice of termination to Contractor at least 30 days before the effective date of termination. State shall pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**13.2 Termination for Cause with Notice to Cure Requirement.** Contractor may terminate this Contract for State's failure to perform any of its duties under this Contract after giving State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**13.3 Reduction of Funding.** State must, by law, terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial Contract payment level or any Contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

### **14. EVENT OF BREACH – REMEDIES**

**14.1 Event of Breach by Contractor.** Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:

- Products or services furnished fail to conform to any requirement;
- Failure to submit any report required by this Contract;
- Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior State approval or breaching section 19, Meetings, obligations; or
- Voluntary or involuntary bankruptcy or receivership.

**14.2 Event of Breach by State.** State's failure to perform any material terms or conditions of this Contract constitutes an event of breach.

#### **14.3 Actions in Event of Breach.**

Upon Contractor's material breach, State may:

- Terminate this Contract under Section 13.1, Termination for Convenience and pursue any of its remedies under this Contract, at law, or in equity; or



- Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

Upon State's material breach, Contractor may:

- Terminate this Contract under section 13.2, Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
- Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

#### 15. **FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this Contract, unless the parties mutually agree that the obligation is excused because of the condition.

#### 16. **WAIVER OF BREACH**

Either party's failure to enforce any Contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

#### 17. **CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the Contract shall be granted without the State's prior written consent. Product or services provided that do not conform to the Contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

#### 18. **LIAISONS AND SERVICE OF NOTICES**

**18.1 Service Liaisons.** All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between State's liaison and Contractor's liaison.

Delores Jolie is the State's liaison.  
Address: 415 Second Avenue North  
Great Falls, MT 59401  
Telephone: (406) 727-0778  
Fax:  
E-mail: delores.jolie@mt.gov

Shanna Bulik-Chism is Contractor's liaison.  
Address: 1600 26<sup>th</sup> St South  
Great Falls, MT 59405  
Telephone: (406) 454-6930  
Fax: (406) 454-6939  
E-mail: schism@cascadecountymt.gov

**18.2 Contract Manager.** State's Contract Manager identified below is State's single point of contact and shall perform all Contract management under 2-17-512, MCA, on State's behalf. Written notices, requests, complaints, or any other issues regarding this Contract should be directed to State's Contract Manager.



Brenda Taylor is the State's Contract Manager  
Address: PO Box 203002  
Helena, MT 59620-3002  
Telephone: (406) 444-1403  
Fax: (406) 444-0834  
E-mail: [brenda.taylor@mt.gov](mailto:brenda.taylor@mt.gov)

Shanna Bulik-Chism is Contractor's Contract Manager  
Address: 1600 26<sup>th</sup> St South  
Great Falls, MT 59405  
Telephone: (406) 454-6930  
Fax: (406) 454-6939  
E-mail: [schism@cascadecountymt.gov](mailto:schism@cascadecountymt.gov)

**18.3 Notifications.** State's liaison and Contract Manager and Contractor's liaison and Contract Manager may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing.

**18.4 Identification/Substitution of Personnel.** The personnel identified or described in Contractor's proposal shall perform the services provided for State under this Contract. Contractor agrees that any personnel substituted during the term of this Contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. State reserves the right to approve Contractor personnel assigned to work under this Contract and any changes or substitutions to such personnel. State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this Contract. State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

## **19. MEETINGS**

Contractor shall meet with State's personnel, or designated representatives, to resolve technical or Contractual problems occurring during the Contract term or to discuss the progress made by Contractor and State in the performance of their respective obligations, at no additional cost to the State. State may request the meetings as problems arise and will be coordinated by State. State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

## **20. TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, if the Contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this Contract or particular work under this Contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. State shall pay Contractor for any resources utilized in performing such transition assistance at the most current Contract rates. If State terminates a project or this Contract for cause, then State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages State may have sustained as a result of Contractor's breach.



**21. CHOICE OF LAW AND VENUE**

Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in Section 7, Defense, Indemnification/Hold Harmless.

**22. TAX EXEMPTION**

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

**23. PERSONAL PROPERTY TAX**

All personal property taxes will be paid by Contractor.

**24. AUTHORITY**

This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**25. SEVERABILITY**

A declaration by any court or any other binding legal source that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually and materially dependent.

**26. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**26.1 Contract.** This Contract consists of nine (9) numbered pages, any Attachments as required. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

**26.2 Entire Agreement.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

**26.3 Survival.** The Warranties, Access and Retention of Records, Hold Harmless/ Indemnification, Required Insurance, Event of Breach-Remedies, Transition Assistance, Choice of Law and Venue, Severability, Scope, Entire Agreement and Amendment, and Waiver sections in the Contract shall survive the termination or expiration of the Contract.

**26.4 Construction.** The Contract will not be presumptively construed for or against either party. Section titles, headings and captions in the Contract are for convenience only and will not affect the Contract's interpretation. As used in the Contract, "will" means "shall," and "include" means "including but not limited to" and "including without limitation."

**27. WAIVER**

State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

28. EXECUTION

The parties through their authorized agents have executed this Contract on the dates set out below.

Eighth Judicial District Juvenile Drug Court  
415 Second Avenue North  
Great Falls, MT 59401

BY: John A Kutzman  
Hon. John Kutzman

DATE: 9 December 2022

Office of The Court Administrator  
PO Box 203005  
Helena, MT 59620-3005

BY: \_\_\_\_\_  
Beth McLaughlin, Court Administrator

DATE: \_\_\_\_\_

Cascade County Juvenile Detention Center  
1600 26<sup>th</sup> Street South  
Great Falls, MT 59405

BY: Shanna Bulik-Clusin  
Shanna Bulik

DATE: 12/29/2022

Board of County Commissioners,  
Cascade County, Montana

\_\_\_\_\_  
Joe Briggs, Chair

\_\_\_\_\_  
James L. Larson, Commissioner

\_\_\_\_\_  
Rae Grulkowski, Commissioner

Passed and adopted at Commission Meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Attest

\_\_\_\_\_  
Cascade County Clerk & Recorder

\* APPROVED AS TO FORM:  
County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY  
CASCADE COUNTY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Court Administrator Shanna Bulik-Clusin Date 12/29/2022



**January 10, 2023**

**Contract #23-05**

**Agenda Action Report**  
*Prepared for the*  
**Cascade County Commission**

**ITEM:**

**Contract Amendment Number 0002 for DPHHS Grant  
Project Title: DPHHS Contract for Paralegal Services  
Contract Number: 20213PARA0001**

**INITIATED AND PRESENTED BY:**

**Carey Ann Haight, Deputy County Attorney**

**ACTION REQUESTED:**

**Approval of Contract 23-05**

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**BACKGROUND:**

The Cascade County Attorney's Office receives funding for paralegal work on Youth In Need of Care (YINC) cases prosecuted in Cascade County. This Amendment Number 0002 amends the existing agreement signed by the Board of County Commissioners (*See Cascade County Contracts 20-106, R0396520 & Contract 21-97, R041661*) by extending the term of the grant funding through June 30, 2024. The financial component of this Amendment matches the wage for the YINC Paralegal position.

**RECOMMENDATION:** Approval of Contract 23-05.

**TWO MOTIONS PROVIDED FOR CONSIDERATION:**

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission approve Contract 23-05, a Contract Amendment Number 0002 for DPHHS Grant Project Title: DPHHS Contract for Paralegal Services Contract Number: 20213PARA0001.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission disapprove Contract 23-05.

CONTRACT AMENDMENT NUMBER 0002  
CONTRACT FOR PARALEGAL SERVICES  
CONTRACT NUMBER 20213PARA0001

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: P.O. Box 8005, Helena, MT, 59604, Phone Number (406) 841-2400, Fax Number (406) 841-2487, and Cascade County Attorney, ("Contractor"), whose contact information is as follows: Federal Tax ID 816001343, UEI Number M7JFAMRWFJQ6, 121 4<sup>TH</sup> Street North Suite 2A, Great Falls, MT, 59401, Phone Number (406) 454-6915, Fax Number (406) 454-6949, respectively (collectively, the "Parties").

Effective July 1, 2022 this Contract is amended as follows. Existing language has been struck; amended language underlined.

1. Section 2, TERM OF CONTRACT, will be amended as follows:

The term of this Contract is from July 1, 2021 through ~~June 30, 2022~~ June 30, 2024 unless terminated in accordance with the Contract.

2. Attachment B, Budget for paralegal for FY23 and FY24. Details are outlined in the attachment.
3. Attachment C, Federal and State Law Requirements, will be amended to reflect Code of Federal Regulations changes. Requirements are outlined in the Attachment.
4. Attachment E, Assurances. Annual certification required as outlined in the attachment.
5. Attachment G, FFATA. Required annually as outlined in the attachment.

#### AUTHORITY TO EXECUTE

Except as modified above, all other Terms and Conditions of Contract Number 20213PARA0001 remain unchanged.

The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

#### MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: \_\_\_\_\_  
Mick Leary, Program Bureau Chief

Date: \_\_\_\_\_



**CASCADE COUNTY ATTORNEY**

BY: \_\_\_\_\_  
Joshua Racki, Cascade County Attorney

Date \_\_\_\_\_

**CONTRACTOR**

BY: \_\_\_\_\_  
Cascade County Commissioner

Date \_\_\_\_\_

BY: \_\_\_\_\_  
Cascade County Commissioner

Date \_\_\_\_\_

BY: \_\_\_\_\_  
Cascade County Commissioner

Date \_\_\_\_\_

## Attachment B To Contract No. 20213PARA0001

## BUDGET

YINC Paralegal Primary		
Description	Rate	Amount / Hour
Base Hourly Rate	\$ 17.00	\$ 17.0000
FICA- Soc Sec & Med	7.65%	\$ 1.3005
Workers' Compensation	0.51%	\$ 0.0867
MT State Unemployment	0.45%	\$ 0.0765
PERS	8.97%	\$ 1.5249
Employer Paid Insurance Premium	\$ -	\$ -
Total Cost Per Hour		\$ 19.9886
Annual Cost (2080 hrs.)		\$41,576.2880
Potential Annual OT (not to exceed 40 hrs.)	\$ 25.50	\$ 1,020.0000
Annual Position Cost		\$42,596.2880



## FEDERAL AND STATE LAW REQUIREMENTS

Rev. 4/29/2022

## A. Compliance with Federal Authorities

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all federal authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. The Contractor is responsible for determining with which federal authorities it must comply in the performance of the Contract.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin, as implemented by DoD regulations at 32 CFR part 195.
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age, as implemented by DoD regulations at 32 CFR part 196.
3. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, *et seq.*), prohibiting discrimination based upon gender, as implemented by DoD regulations at 32 CFR part 196.
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability, as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability.
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§ 1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Copeland "Anti-Kickback" Act. Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.



13. Debarment and Suspension. Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Contractor agrees to comply with the DOD implementation of 2 CFR part 180 (at 2 CFR 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify (sub)contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the Contractor's contract files, and shall be subject to audit by Federal and State audit agencies.
14. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
15. Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352). Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
16. Drug-Free Work Place. Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).
17. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;
  - a. First-tier Subawards.

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at [www.fsrc.gov](http://www.fsrc.gov).
  - b. Total Compensation of Recipient Executives.
    - i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
      - (1) the total Federal funding authorized to date under this award is \$30,000 or more; in the preceding fiscal year, recipients received: Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under



the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.

- ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:

- (1) The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$30,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$30,000.

- (2) The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS

Attn: BFSD-FFATA Reporting

PO Box 4210

Helena, MT 59604-4210

[hhsffata@mt.gov](mailto:hhsffata@mt.gov)

- c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- i. in the subrecipient's preceding fiscal year, the subrecipient received:

- (1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);

- (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- (3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

- d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

- i. Subawards, and

- ii. The total compensation of the five most highly compensated executives of any subrecipient.

- 18. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

- 19. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology For Economic And Clinical Health of 2009 (HITECH) requiring compliance with privacy, security, electronic transmission, coding and other



- requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.
20. Patient Protection and Affordable Care Act – P.L. 111-148
  21. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.
  22. Use of United States Flag Vessels. Contactor agrees that travel under this Contract shall use U.S.-flag air carriers ( air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942. Contactor/Vendor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).
  23. Buy American Act. Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.
  24. System For Award Management. Contractor agrees to comply with the System for Award Management. Contractor must provide UEI number to the state. Unique Entity Identifier (UEI) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. A UEI number may be obtained from [www.sam.gov](http://www.sam.gov) telephone (currently 866-606-8220) or the internet (currently at [www.sam.gov](http://www.sam.gov)).
  25. Procurement of Recovered Materials. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
  26. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses. 2 C.F.R. 200.326, Appendix II, Required Contract Clauses are incorporated by reference as if set forth in full text and are made part of this agreement as applicable. Contractor shall comply with all applicable contract clauses and provide the same clauses in any subcontracts or purchase orders issued in support of this agreement with the State.
  27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this Contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, section 889.
  28. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, As Amended. Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will



- report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
29. Rights to Inventions Made Under a Contract or Agreement. Any discovery or invention that arises during the course of the Contract shall be reported to the non-Federal entity. Contractor/Vendor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
30. Uniform Relocation Assistance and Real Property Acquisition Policies. Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.
31. Lobbying. Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.
32. Contract Work Hours and Safety Standards Act. Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.
33. Environmental Protection.
- (a) Contractor agrees that its performance under this Contract shall comply with:
- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
  - (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
  - (3) The Resources Conservation and Recovery Act (RCRA);
  - (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
  - (5) The National Environmental Policy Act (NEPA);
  - (6) The Solid Waste Disposal Act (SWDA);
  - (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31; and
  - (8) To identify any impact this Contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.



- (b) In accordance with the EPA rules, the parties further agree that the Contractor/Vendor shall also identify to the state any impact this Contract may have on:
- (1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
  - (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
  - (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
  - (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
  - (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
  - (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

B. Compliance with State of Montana Authorities.

Contractor assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all state authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. Contractor is responsible for determining with which state authorities it must comply in the performance of the Contract.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3



ASSURANCES

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301  
Rev. 5/2019

**ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF  
THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS**

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

**ASSURANCES**

Cascade County Attorney

The **Contractor**, Cascade County Attorney, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

**The Contractor assures the Department:**

**GENERAL COMPLIANCE REQUIREMENTS**

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair



advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729-3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

#### **COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS**

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.



- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, et seq., drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the "Lincoln Law") and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

**COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY**

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

**CASCADE COUNTY ATTORNEY**

BY: \_\_\_\_\_  
Joshua Racki, Cascade County Attorney, Contractor

Date: \_\_\_\_\_

**CONTRACTOR**

BY: \_\_\_\_\_  
Cascade County Commissioner

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Cascade County Commissioner

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Cascade County Commissioner

Date: \_\_\_\_\_



## SOURCES OF INFORMATION

DPHHS GS-302  
Rev. 06/2018

### **SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

### **FEDERAL RESOURCES**

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. [www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa)

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention  
<http://www.cdc.gov/Other/privacy.html>

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

### **STATE RESOURCES**

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.  
<https://medicaidprovider.mt.gov/>

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

### **PROVIDER ASSOCIATIONS**

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

### **CONSULTANT RESOURCES**

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.



## ASSURANCES NON-CONSTRUCTION OMB 424

OMB Approval No. 0348-0040

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. **PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under



which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.



**CASCADE COUNTY ATTORNEY**

BY: \_\_\_\_\_  
Joshua Racki, Cascade County Attorney, Contractor

Date: \_\_\_\_\_

**CONTRACTOR**

BY: \_\_\_\_\_  
Cascade County Commissioner

Date \_\_\_\_\_

BY: \_\_\_\_\_  
Cascade County Commissioner

Date \_\_\_\_\_

BY: \_\_\_\_\_  
Cascade County Commissioner

Date \_\_\_\_\_

## DISCLOSURE OF LOBBYING ACTIVITIES

### DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> Year _____ quarter _____ Date of last report _____
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(See reverse for public burden disclosure)

<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known <b>Congressional District, if known:</b> _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b> _____		
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> CFDA /ALN Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (If individual, last name, first name, MI): _____	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): _____		
<b>11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____		
<table style="width: 100%;"> <tr> <td style="width: 60%;"><b>Federal Use Only:</b></td> <td style="width: 40%; text-align: right;">Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</td> </tr> </table>		<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		



# INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks ☐ Subawardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA/ALN) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., ☐ RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## Attachment G To Contract No. 20213PARA0001

**FFATA COMMON DATA ELEMENTS AND COMPENSATION REPORT**

DPHHS-FB-180  
Rev. 4/14/2022

State of Montana  
Department of Public Health and Human Services  
Business and Financial Services Division  
**Federal Funding Accountability and Transparency Act**  
**FFATA Summary: FFATA Common Data Elements Report**  
**Section 1: Sub-Award Information Required for Reporting**

This report must be completed upon contract obligation of >\$30,000.

MT Item	MT Data Element	Insert Data	Description
FFATA-1-01	Subrecipient UEI Number	M7JFAMRWFJQ6	Provide subrecipient organization's 9-digit Data Universal Numbering System (UEI) number or Central Contractor Registration plus 4 extended UEI number.
FFATA-1-02	DPHHS Contract Number	20213PARA0001	Provide contract/grant/award number (if any) assigned to the subrecipient award by recipient.
FFATA-1-02-A	Grant Award Name	Insert Grant Award Name	Provide grant/award name assigned by the federal government (i.e. Child Abuse; VR-Independent Living; Immunization; Primary Care; Substance Abuse, etc).
FFATA-1-03	Subrecipient Name	Insert Subrecipient Name	Provide legal name of subrecipient as registered in the Central Contractor Registration ( <a href="http://www.ccr.gov">www.ccr.gov</a> ).
FFATA-1-04-A	Address Line 1	Insert Address	Physical location as listed in Central Contractor Registration.
FFATA-1-04-B	Address Line 2	Insert Address	
FFATA-1-04-C	City	Insert City	
FFATA-1-04-D	State	Insert State	
FFATA-1-04-E	Zip+4	Insert Zip	
FFATA-1-04-F	Congressional District	Insert Congressional District	AL or 01 for District if MT.



FFATA-1-05	CFDA/ALN (Catalog of Federal Domestic Assistance) Number	Insert CFDA Number	If not known, DPHHS will complete.
FFATA-1-06	Total Contract	Insert Contract Value	Provide total amount obligated to subawardee or subcontractor for contract period indicated.
FFATA-1-07	Contract Period	Insert Contract Period	Indicate project/grant period established in subaward document during which sponsorship begins and ends. For multi-year awards for a project/grant period (e.g., 5 years) funded in increments known as budget periods or funding periods, provide total project/grant period, not individual budget period or funding period.
FFATA-1-08-A	Primary Performance City	Insert Performance City	Provide City of primary performance.
FFATA-1-08-B	Primary Performance County	Insert Performance County	Provide County of primary performance.
FFATA-1-08-C	Primary Performance State	Insert Performance State	Provide State of primary performance.
FFATA-1-08-D	Primary Performance Zip+4	Insert Performance Zip	Provide Zip of primary performance.
FFATA-1-08-E	Congressional District	Insert Congressional District	Provide Congressional District of primary performance.
FFATA-1-09	Funding Agency	Insert Funding Agency	If not known, DPHHS will complete.
FFATA-1-10	Brief Description of Purpose of Funding Action	Insert Purpose	

State of Montana  
Department of Public Health and Human Services  
Business and Financial Services Division  
**Federal Funding Accountability and Transparency Act**  
**FFATA Summary: FFATA Common Data Elements Report**  
**Section 2: Officers/Executive Compensation Report**

This section must be completed upon contract obligation of >\$30,000 and yearly thereafter.

**CONTRACT TITLE:** Cascade County Attorney for Paralegal Services  
**DPHHS CONTRACT #:** 20213PARA0001  
**UEI #:** M7JFAMRWFJQ6  
**SUBMITTED BY:** Insert Name and Title  
**INSERT DATE:** Insert Submission Date  
**Is Subrecipient (Contractor) Exempt?** Insert Yes or No

	Name	Total Compensation	Title
1.	Insert Name	Insert Amount	Insert Title
2.	Insert Name	Insert Amount	Insert Title
3.	Insert Name	Insert Amount	Insert Title
4.	Insert Name	Insert Amount	Insert Title
5.	Insert Name	Insert Amount	Insert Title

**RETURN FFATA FORMS TO:**  
**DPHHS**  
**ATTN: BFSD-FFATA REPORTING**  
**PO Box 4210**  
**Helena, MT 59604-4210**  
**or**  
**e-Mail: [hhsffata@mt.gov](mailto:hhsffata@mt.gov)**

DPHHS has compiled most of the information required on the FFATA forms. The remaining information must be provided by you, the contractor. Failure to provide this information will result in a delay in issuing payments and may be considered breach of the contract.



January 10, 2023

Agenda #1

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:** Fleet Light Duty Vehicles Bid Award

**INITIATED BY:** Cascade County Public Works Department

**ACTION REQUESTED:** Approval of Award: Contract #23-01

**PRESENTED BY:** Les Payne, Public Works Director

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**SYNOPSIS:**

Cascade County Public Works Department went out to public bid for multiple light duty vehicles to upgrade their existing fleet. Bid packet availability was published in the Great Falls Tribune on November 30<sup>th</sup>, December 4<sup>th</sup> and December 11<sup>th</sup> of 2022 and posted on the Cascade County website. Hard copies were available upon request. Sealed bids were due on Thursday December 15<sup>th</sup>, 2022, at 1:00 p.m. in Board of Commissioners office located in the Cascade County Courthouse Annex, 325 2<sup>nd</sup> Ave North, Room 111, Great Falls, MT. Bids were only received by Bison Ford of Great Falls, MT, with a bid price of \$585,905.00. Staff reviewed all bids in their entirety and considered net price delivered, trade in value consideration, delivery days, specifications complied within the submittal, fuel consumption, warranty, current budget allowances, structure of fleet, structure of fleet maintenance, consideration of fleet replacement, resale value of used versus new equipment, average maintenance costs, repair, replacement, maintenance services, and our long-range economic outlook and budget. Attached are the completed bid tabulations for review. I would also add that this order, is for budget years 2021-2022, and 2022-20223. Other vehicles were requested, but they are not available from vendors, at this time.

**RECOMMENDATION:**

Cascade County Staff, after reviewing bid proposals for multiple Fleet Light Duty Vehicles, recommends awarding Contract #23-01 to Bison Ford of Great Falls, MT, for the purchase of thirteen (13) new 2023 vehicles and Cascade County will NOT be trading in old fleet, the county has opted to sell them on the public surplus auction.

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

"I move the Cascade County Commission **APPROVE** Contract #23-01, Bid proposal from Bison Ford, of Great Falls, MT, for a variety of thirteen (13) 2023 vehicles, as described in the staff report, for a total bid award of \$585,905.00 and instruct staff to complete the purchasing process."

**MOTION TO DISAPPROVE:**

"I move the Cascade County Commission **DISAPPROVE** Contract #23-01."

## BID FORM

The undersigned Bidder hereby covenants and agrees to provide one (1) or more of each of the various models of fleet vehicles as outlined and described in the specifications included herein, for the price stated per vehicle. The bidder understands that this bid is effective for sixty (60) days from the date of opening. All lines on the Bid Form must be completed.

Vehicle per Specifications	Model & Year	Net Purchase Price (w/o trade)
AWD Small SUV	<u>2023 ESCAPE</u>	\$ <u>32605.<sup>00</sup></u> each
4x4 ½ Ton Extended cab pickup w/ 6.5' box	<u>2023 F-150</u>	\$ <u>50,625.<sup>00</sup></u> each
4x4 ½ Ton Crew cab pickup w/ 6.5' box	<u>2023 F-150</u>	\$ <u>53,520.<sup>00</sup></u> each
4x4 1 Ton Diesel Pickup Crew Cab W/service bed	<u>-</u>	\$ <u>NO BID</u> each
4x4 1.5 Ton Diesel Pickup W/ Asphalt dump bed	<u>-</u>	\$ <u>NO BID</u> each
4X4 Large SUV	<u>2023 EXPEDITION MAX</u>	\$ <u>59,820.<sup>00</sup></u> each
4x4 1 Ton Pickup standard Cab and Chassis	<u>-</u>	\$ <u>NO BID</u> each

**NOTE: CASCADE COUNTY RESERVES THE RIGHT TO SELECT THE LOWEST MOST RESPONSIBLE BIDDER OF EACH OF THE MAKE & MODEL PROPOSED. (FOR EXAMPLE: THE SUV(S) MAY BE BOUGHT FROM ONE VENDOR AND THE TRUCK(S) MAY BE BOUGHT FROM A DIFFERENT VENDOR DEPENDING ON THE LOWEST MOST RESPONSIBLE BID PER MAKE AND MODEL). CASCADE COUNTY RESERVES THE RIGHT TO KEEP ANY OR ALL OF THE VEHICLES FOR PROPOSED TRADE-IN. THE BID BOND SUBMITTED WITH THIS FORM SHALL BE BASED ON THE FULL AMOUNT BID FOR THE NEW VEHICLES, AND MAY NOT BE REDUCED FOR THE VALUE OF ANY OF THE PROPOSED VEHICLES FOR TRADE-IN.**

Proposed delivery date(s): 180 DAYS FROM ORDER DATE AS LONG AS  
CURRENT MODEL YEAR IS STILL AVAILABLE.

Bidder's Name BISON MOTOR COMPANY

Bidder's Address 500 10TH AVE S

GREAT FALLS, MT 59405

Bidder's Phone No. 406-727-2552

Bidder's Signature ML



**AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS**  
**AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under the penalty; for perjury;

- (1) That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

SIGNED: W. L.

FIRM NAME: BISON MOTOR (P.)

DATE: 12.14.2022

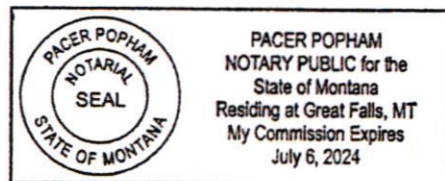
ADDRESS: 500 10TH AVE S

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 14 DAY OF DECEMBER 2022.

NOTARY PUBLIC

PACER POPHAM  
Print name:



My commission expires: JULY 6, 2024

**BIDDER'S E.I NUMBER:** 81-0155710 (Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941)

2022-2023 Bid Tabulation

Bison Ford			
Trade-In	Trade-In	Make & Model Replacement	Net Purchase Price
Turned-in NO trade-in Values	\$ -	2023 Ford Escape (422) Aging	\$ 32,605.0
		2023 Ford Escape (431) Aging	\$ 32,605.0
		2023 Ford Escape (603) JDC	\$ 32,605.0
		2023 Ford Escape (423) Aging	\$ 32,605.0
		2023 Ford Escape (408) Aging	\$ 32,605.0
		2023 F150 1/2 Extended Cab w 6.5' box (4107) W&M	\$ 50,625.0
		2023 F150 1/2 Extended Cab w 6.5' box (4110) W&M	\$ 50,625.0
		2023 F150 1/2 Extended Cab w 6.5' box (4104) W&M	\$ 50,625.0
		2023 F150 1/2 Extended Cab w 6.5' box (5101) Fleet	\$ 50,625.0
		2023 F150 1/2 Crew Cab w 6.5' box (9101) PW	\$ 53,520.0
		2023 F150 1/2 Crew Cab w 6.5' box (9102) PW	\$ 53,520.0
		2023 F150 1/2 Crew Cab w 6.5' box (337) ADC	\$ 53,520.0
		2023 Expedition 4x4 (349) ADC	\$ 59,820.0
	\$ -		\$ 585,905.0
Trade-In Total			\$ -
Net Purchase Total			\$ 585,905.0
Cost to County Total			\$ 585,905.0

2022-2023 Vehicle Movement			
Current Vehicle	mileage	Movement	Replacement veh.
#422-2009 Ford Escape ES AWD (AGING)	85,205	Sell-\$3800.00	New 2023 Ford Escape
#431-2013 Ford Transit Connect Van (AGING)	101,631	Sell-\$3000.00	New 2023 Ford Escape
#423-2009 Ford Escape (AGING)	74,474	Sell-\$3800.00	New 2023 Ford Escape
#408-2009 Ford Escape (AGING)	60,781	Sell-\$3800.00	New 2023 Ford Escape
#205-2014 Equinox (HD)	27,374	Move to JDC-Replaces 603	New 2023 Ford Escape
#4104-2013 Chevy 1500 4x4 (W&M)	108,391	Sell-\$4800.00	New 2023 F150 4x4 Ext/Cab
#4107-2008 Chevy 1500 4x4 (W&M)	83,373	Sell-\$4800.00	New 2023 F150 4x4 Ext/Cab
#4110-2013 Chevy 1500 4x4 (W&M)	51,998	Move to #516-Expo	New 2023 F150 4x4 Ext/Cab
#9101-2017 Chevy Colorado 4x4 (PW)	24,456	Move to #3105-Weed & Mosquito	New 2023 F150 4x4 Crew Cab
#9102-2017 Chevy Colorado 4x4 (PW)	42,703	Move to #3100-Weed & Mosquito	New 2023 F150 4x4 Crew Cab
#5101-2014 Ford F150 4x4 (Fleet)	36,674	Move to #212 HD	New 2023 F150 4x4 Ext/Cab
#212-2008 Ford Ranger 4x4 (HD)	91,500	Sell-\$3800.00	Old #5101-2014 F150 4x4
#3105-2008 Ford Ranger 4x4 (W&M)	146,500	Sell-\$3000.00	Old #9101-2017 Colorado 4x4
#3100-2009 Ford Ranger 4x4 (W&M)	92,700	Move to #7101-BM	Old #9102-2017 Colorado 4x4
#7101-2009 Ford Ranger 4x2 (BM)	46,108	Sell-\$3200.00	Old #3100-2009 Ford Ranger
#516-2001 Chevy 1500 4x4 (Expo)	115,990	Sell-\$4000.00	Old #4110-2013 Chevy 1500
#337-2006 Chevy 1500 Crew Cab (CCSO)	134,299	Sell-\$6000.00	New 2023 F150 4x4 Crew Cab
#349-2006 GMC 1500 Yukon (CCSO)	215,367	Sell-\$6000.00	New 2023 Ford Expedition
APPROXIMATELY \$46,800.00 IN SALES			



January 10, 2023

Agenda #2

**Agenda Action Report**  
prepared for the  
**Cascade County Commission**

**ITEM:** ExpoPark Make-up, Rooftop Air Units,  
**INITIATED BY:** Cascade County Public Works Department  
**ACTION REQUESTED:** Approval of Contract #23-02  
**PRESENTED BY:** Les Payne, Public Works Director

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**BACKGROUND:**

The Cascade County Public Works went out for local estimates, to have the two (2) old non-working make-up, rooftop air units replaced, that are located on the North end roof, of the Pacific Steel & Recycling arena. One of these units feeds the North concessions area, and the other feeds the area that Baker Bob uses. Two bids were received, one from AT Klemens, with a bid price of \$76,890.00, and a bid from Brennan Heating & Cooling of Great Falls, with a bid price of \$69,590.00. The amount of this contract did not require public sealed bids, per Montana Codes Annotated.

**RECOMMENDATION:**

Cascade County Staff recommends the Commission approve Contract 23-02, with Brennan Heating & Cooling, for the replacement of two (2) new make-up, rooftop air units, located on the North end of the Pacific Steel & Recycling Arena roof, of the MT. ExpoPark, for a total cost to Cascade County of \$ 69,590.00”

**TWO MOTIONS PROVIDED FOR CONSIDERATION**

**MOTION TO APPROVE:**

“I move the Cascade County Commission **APPROVE** Contract 23-02, with Brennan Heating & Cooling, for the replacement of two (2) new make-up, rooftop air units, located on the North end of the Pacific Steel & Recycling Arena roof, of the MT. ExpoPark, for a total cost to Cascade County of \$ 69,590.00”

**MOTION TO DISAPPROVE:**

“I move the Cascade County Commission **DISAPPROVE** Contract 23-02.”

**CONTRACT**

In consideration of the mutual promises and consideration set forth herein between BRENNAN, a domestic for-profit corporation located at 815 21<sup>st</sup> St NW, Great Falls, MT 59401, (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

**1. Contract Purpose And Scope Of Contract Work:** The purpose of this contract is for the Contractor to replace two (2) existing nonworking Make Up Air Units, one is located above the North concessions area and the other is located above Baker Bobs area, both located at the ExpoPark, at 400 3<sup>rd</sup> St NW, Great Falls, MT, as more fully set forth in the Contractor's bid proposal dated October 25, 2022, which is attached hereto as Exhibit A and incorporated herein by reference, and as further directed by County through its Public Works Director, Les Payne. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling.

**2. Performance Standards:** Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

**3. Contract Time:** Contractor shall fully complete the Contract Work no later than one hundred eighty (180) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

**4. Contract Sum:** Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of SIXTY-NINE THOUSAND, FIVE HUNDREND NINETY DOLLARS AND 00/100 DOLLARS (\$69,590.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

**5. Contract Payment:** As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this



section, the County shall notify the Contractor of the withholding and the reason therefor no later than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

**6. Force Majeure:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

**7. Insurance:** Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as Exhibit A to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

**8. Background Checks:** Contractor its officers, agents, and representatives performing Contract work shall observe and comply with all safety rules and regulations as it pertains to the facility and the operations of the Facility during the term of the Contract. Contractor, its officers, agents, and representatives who are working at the Facility shall be subject to background checks. It is further agreed that the background check may include, but is not limited to, a reference check, criminal history check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors, may result in such personnel being barred from the Facility's premises.

**9. Contractor Registration:** Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor's registration number is # 8415 and expires on the 23<sup>rd</sup> day of October 2023.

**10. Indemnification:** Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of

the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

**11. Montana Prevailing Wage Rate and Gross Receipts Tax:** Contractor is subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages for as set forth in the attached Exhibit B (and as may be amended by the State of Montana Department of Labor) for District 3.

**12. General Warranty:** The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

**13. Choice of Law and Venue:** This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

**14. Entire Agreement and Modification:** This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

**15. Severability:** If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

**16. Mutual Assent and Authority:** The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.



**DATED** this \_\_\_\_ day of December, 2022

**Contractor:**

\_\_\_\_\_

STATE OF MONTANA     )  
                                      :SS  
County of Cascade        )

This instrument was signed or acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**County:**

BOARD OF COUNTY COMMISSIONERS,  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
Jim Larson, Commissioner

\_\_\_\_\_  
Rae Grulkowski, Commissioner

**Attest**

On this \_\_\_ day of \_\_\_\_\_, 2023, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

\_\_\_\_\_  
Sandra Merchant  
Cascade County Clerk and Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.





Montana Department of  
**LABOR & INDUSTRY**

## CERTIFICATE OF CONTRACTOR REGISTRATION

BRENNAN HEATING & COOLING INC  
815 21ST ST NW  
GREAT FALLS, MT 59404

Visit our website at [mtcontractor.mt.gov](http://mtcontractor.mt.gov) or call the  
Registration Section at **406-444-7734** for more information  
or to verify the validity of this certificate.



INSTRUCTIONS: Fold at perforations then tear card out. Fold card in half at score.



**406-444-7734**  
**[mtcontractor.mt.gov](http://mtcontractor.mt.gov)**

BRENNAN HEATING & COOLING INC  
815 21ST ST NW  
GREAT FALLS, MT 59404

REGISTRATION NO. 8415  
EXPIRATION DATE 10/23/2023  
Employer





October 25, 2022

**Project: Replace Two Make Up Air Units @ Montana Expo Park**

**Provide and Install (2) 'Trane' GRCA Make Up Air Units with Like Capacities to replace existing.**

- Crane
- Curbs
- Gas Piping
- Labor
- Start Up

**Price \$ 69,590<sup>00</sup>**

We exclude: Wiring & Controls

Please Call with any Questions.

Sincerely,

William Brennan  
Brennan Heating and Cooling inc.

**Furnaces | Air Conditioning | Sheetmetal**

815 21st St. N.W. | Great Falls, MT 59404 | Phone: 406-452-1133 | Fax: 406-454-1009  
Website: brennanhc.com | e-mail: info@brennanhc.com



# A•T•KLEMENS

PLUMBING, HEATING, AIR CONDITIONING, REFRIGERATION, ROOFING, SHEET METAL AND ELECTRICAL CONTRACTORS  
814 - 12th Street North, Great Falls, MT 59401 • (406) 452-9541 • FAX (406) 761-0935

TO: Cascade County Public Works  
279 Vaughn S. Frontage Rd  
Great Falls, MT. 59404

DATE: Tuesday, November 29, 2022

FOR: \_\_\_\_\_

Expo Park MAU's

We propose to furnish to the above referred Buyer the following:

All equipment, labor, and materials required.

- Installation of two Trane outdoor gas MAU heating units located on roof
- Includes gas piping, wiring to existing circuits, sheet metal work required for change out
- **Excludes controls, roofing**

Quote \$76,890.00

For the above we quote the sum of: (\$ See Above )

DOLLARS

Payment to be made in full as follows: Cash or Check Net 30 Days From Job Completion

and further subject to the terms and conditions contained on the reverse side hereof.

BUYER:

A.T. KLEMENS:

ACCEPTED:

By: Ron Munson

Date \_\_\_\_\_

Ron Munson

This Quotation is Void if Not Accepted in 30 Days.  
All Credit Card Transactions are Subject to 3% Convenience Fee



BRENHEA-02

DCLAYTON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Great Falls Office PayneWest Insurance, a Marsh McLennan Agency LLC Company 405 3rd Street NW, Third Floor Great Falls, MT 59404		<b>CONTACT NAME:</b> Darcie Clayton <b>PHONE (A/C, No, Ext):</b> (406) 268-2005 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> dclayton@paynewest.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Cincinnati Insurance Company	
		<b>INSURER B:</b> Montana State Fund	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
  
Brennan Heating & Cooling, Inc.  
815 21st St. NW  
Great Falls, MT 59404

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ENP 0092498	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ENP 0092498	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENP 0092498	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	031093347	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Cascade County Court House - N Side 1st Floor by Room 105

## CERTIFICATE HOLDER

## CANCELLATION

Cascade County Public Works  
15 2nd Ave N  
Number 111  
Great Falls, MT 59401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Darcie Kay Clayton*





BRENHEA-02

RSANNE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Great Falls Office PayneWest Insurance, a Marsh McLennan Agency LLC Company 405 3rd Street NW, Third Floor Great Falls, MT 59404		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (406) 761-1160 <b>FAX (A/C, No):</b> (406) 452-1172 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Brennan Heating & Cooling, Inc. 815 21st St. NW Great Falls, MT 59404		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A : Cincinnati Insurance Company</b>		<b>10677</b>
		<b>INSURER B : Montana State Fund</b>		<b>15819</b>
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	031093347	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: Replace DMV Rooftop Unit

## CERTIFICATE HOLDER

## CANCELLATION

Cascade County Public Works  
15 2nd Ave N  
Number 111  
Great Falls, MT 59401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

January 10, 2023

Agenda #3

**Agenda Action Report**  
*prepared for the*  
**Cascade County Commission**

**ITEM:** A Resolution Separating Accounting Operations and Accounting Staff from Management by the Office of the Clerk and Recorder/Auditor

**INITIATED & PRESENTED BY:** Commissioner Joe Briggs

**ACTION REQUESTED:** Approval of Resolution 23-03

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**BACKGROUND:**

Several years ago, Cascade County's Board of County Commissioners allowed the county's accounting operations and accountants to be absorbed by the Office of the Clerk and Recorder/Auditor and it has since remained managed by the elected Clerk and Recorder/Auditor. Although the Auditor and Clerk and Recorder are both elected offices pursuant to MCA § 7-4-2203 (which were combined pursuant to MCA § 7-3-431 and MCA § 7-4-2301(1)), the accounting operations are not a designated statutory office. Although accountants and auditors share some job functions, they have separate and distinct roles and responsibilities which are equally important and necessary to the effective operations of Cascade County. The current auditing and accounting operations have Cascade County auditors and accountants collectively managed by and reporting to the Clerk and Recorder/Auditor which has the potential to compromise and create deficiencies in internal controls.

In order to strengthen Cascade County's internal fiscal and financial controls, in conjunction with the creation of a Chief Financial Officer position which will be a new County Department which will report directly to the Board of County Commissioners, it is appropriate to reorganize internal fiscal operations and remove the accounting functions and all responsibilities associated with accounting operations and management of its accounting staff from the Office of the Clerk and Recorder/Auditor under the management and supervision of the Chief Financial Officer. Passage of Resolution 23-03 will accomplish that restructuring for Cascade County.

**RECOMMENDATION:** Approval of Resolution 23-03.

**MOTION TO APPROVE:**

Mr. Chair, I move that the Commission **APPROVE** Resolution 23-03, A Resolution Separating Accounting Operations and Accounting Staff from Management by the Office of the Clerk and Recorder/Auditor.

**MOTION TO DISAPPROVE:**

Mr. Chair, I move that the Commission **DISAPPROVE** Resolution 23-03.



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA**

**A RESOLUTION SEPARATING ACCOUNTING  
OPERATIONS AND ACCOUNTING STAFF FROM  
MANAGEMENT BY THE OFFICE OF THE CLERK  
AND RECORDER/AUDITOR**

**RESOLUTION 23-03**

**WHEREAS**, Cascade County, is an incorporated political subdivision of the State of Montana; and

**WHEREAS**, Cascade County's Auditor and Clerk and Recorder are both elected offices pursuant to MCA § 7-4-2203, which were combined pursuant to MCA § 7-3-431 and MCA § 7-4-2301(1); and

**WHEREAS**, Cascade County's accounting operations are not designated under a statutory office provided for pursuant to MCA § 7-4-2203; and

**WHEREAS**, several years ago, Cascade County's Board of County Commissioners allowed the county's accounting operations and accountants to be absorbed by the Office of the Clerk and Recorder/Auditor and it has been thusly managed for a number of years by the elected Clerk and Recorder/Auditor; and

**WHEREAS**, although accountants and auditors share some job functions, they have separate and distinct roles and responsibilities which are equally important and necessary to the effective operations of Cascade County; and

**WHEREAS**, generally, Cascade County's accountants are tasked with the creation and maintenance of records and calculations for Cascade County's financial transactions; and

**WHEREAS**, Cascade County's Auditor performs internal auditing for Cascade County ensuring accounts payable transactions follow internal county policy and are supported with appropriate documentation, ensure the accuracy of reported financial information for Cascade County and perform such other duties as provided for in Resolution 08-99, R0184225; and

**WHEREAS**, Cascade County's Auditor is also tasked with managing Cascade County's annual local government audit as provided for in Montana Code Annotated Title 2, Chapter 7, Part 5 and coordinating with the independent external auditors retained by the Board of County Commissioners; and

**WHEREAS**, current auditing and accounting operations have Cascade County auditors and accountants collectively managed by and reporting to the Clerk and Recorder/Auditor which has the potential to compromise and create deficiencies in internal controls; and

**WHEREAS**, pursuant to MCA § 7-5-2101(1) the Board of Cascade County Commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county in all cases where no other provision is made by law; and

**WHEREAS**, pursuant to MCA § 7-5-2101(2), the Board of Cascade County Commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to perform all other acts and things required by law not enumerated in this title or which may be necessary to the full discharge of the duties of the chief executive authority of the county government; and

**WHEREAS**, pursuant to MCA § 7-5-2102, the Board of Cascade County Commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to make and enforce such rules for its government, the preservation of order, and the transaction of business as may be necessary; and

**WHEREAS**, pursuant to MCA § 7-5-2107, the Board of Cascade County Commissioners may employ such persons as it deems necessary to assist the board in the performance of its duties; and

**WHEREAS**, Cascade County is in the process of creating a Chief Financial Officer position, which will be a new county Department that will directly report to the Board of County Commissioners; and

**WHEREAS**, the Commission has determined that it is appropriate to reorganize internal fiscal operations and remove the accounting functions and all responsibilities associated with accounting operations and management of its accounting staff from the Office of the Clerk and Recorder/Auditor under the management and supervision of the Chief Financial Officer and thusly strengthen Cascade County's internal fiscal and financial controls.

**NOW THEREFORE BE IT HEREBY RESOLVED** by the Board of Cascade County Commissioners that the Clerk and Recorder/Auditor shall no longer assume any duties or responsibilities with regard to Cascade County's accounting functions or management of its accountants which shall be immediately assumed by the Board of Cascade County Commissioners pending the hiring and seating of a Chief Financial Officer.

Passed and adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS  
CASCADE COUNTY, MONTANA

\_\_\_\_\_  
Joe Briggs, Chairman

\_\_\_\_\_  
James L. Larson, Commissioner

\_\_\_\_\_  
Rae Grulkowski, Commissioner

**Attest**

On this 10<sup>th</sup> day of January 2023, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

\_\_\_\_\_  
Sandra Merchant, Cascade County Clerk and Recorder

\* APPROVED AS TO FORM:  
Josh Racki, County Attorney

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.